

**UPGRADING OF FIRE ALARM/SPRINKLER SYSTEM AT DEPARTMENT OF
CORRECTIONS, ADULT FACILITY IN MANGILAO AND AGANA DETENTION
CENTER IN AGANA, (DESIGN-BUILD)**

PROJECT NO.: 440-5-1046-F-MAN

TABLE OF CONTENTS

	Page
1. Invitation to Bid	ITB
2. Instructions to Bidders	IB-1
3. Bid Form	BF-1
4. Bid Bond	BB-1
5. Formal Contract	FC-1
6. Performance and Payment Bond	PB-1
7. Special Provisions	SP-1
8. General Conditions	GC-1
9. General Scope of Work	GSOW-1
10. Prevailing Wage Rates	PWR-1
11. Plan	



GOVERNOR
Felix P. Camacho
LT. GOVERNOR
Kaleo S. Moylan



DIRECTOR
Joseph W. Duenas
DEPUTY DIRECTOR
Michael C. James

INVITATION TO BID

The Governor of Guam, Honorable Felix P. Camacho, through the Director of the Department of Public Works (DPW), is soliciting sealed bids for the following Project: **UPGRADING OF FIRE ALARM/SPRINKLER SYSTEM AT DEPARTMENT OF CORRECTIONS, ADULT FACILITY IN MANGILAO AND AGANA DETENTION CENTER IN AGANA (DESIGN-BUILD), PROJECT NO. 440-5-1046-F-MAN.**

Sealed bids for the project must be submitted in duplicate at Contracts Administration Section Technical Services, Division of Engineering, Building B - Department of Public Works, Upper Tumon, Guam, no later than 2:00 p.m., Tuesday, January 11, 2005. At this time all bids will be publicly opened and read aloud at the Chief of Engineering's Conference Room.

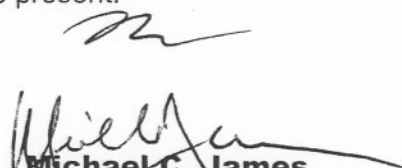
Contract time is two hundred ten (210) calendar days. All bids must be accompanied by a bid security, in the amount of 15% of the total bid price. Accepted forms of bid security may be bid bond, certified check or cashier's check made payable to: Treasurer of Guam.

A non-refundable amount of fifty dollars (\$50.00) is required as payment for bid documents, which can be obtained at the Contracts Administration Office, Building B - Department of Public Works, Upper Tumon, Guam. Receipt upon payment at the cashier at the One Stop Office, Building A - Department of Public Works, should be presented when applying for the bid documents.

Small Business Concerns and Small Disadvantaged Business Concerns, will be afforded the opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, and national origin in consideration for an award of contract. The Department of Public Works reserves the right to reject any or all bids and to waive any imperfection in the bids in the interest of the Government of Guam.

A pre-bid conference has been scheduled on Wednesday, December 22, 2004, at 10:00 a.m., in the Chief of Engineering's Conference Room located in Building B - Department of Public Works, Upper Tumon, Guam. An investigation of the site to allow the prospective bidder(s) to familiarize themselves with the project's site conditions will be conducted immediately after the pre-bid conference. All prospective bidder(s) are requested to be present.


Joseph W. Duenas
Director


Michael C. James
Deputy

This ad is paid for with Department of Public Works Fund

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the **Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build), Project No. 440-5-1046-F-MAN**, will be received by the **Department of Public Works at the Contracts Section Technical Services Office** until **2:00 p.m., January 11, 2005**. Bids will be publicly opened and read aloud shortly afterwards in the Division of Engineering Conference Room in Building B, Department of Public Works.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning Guam 96911 and endorsed with the name of the bidder and the title **"Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)"**.

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed. **The project shall be completed within two hundred ten (210) calendar days, complete and ready for use.** In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as stated in Section 5 of the Special Provisions.

3. PLANS AND SPECIFICATIONS

An additional four (4) sets of drawings and specifications will be furnished the successful bidder without additional charge.

This invitation for bids consists of the following documents:

- a) Bid Invitation Documents
 - 1. Invitation to Bid
 - 2. Instructions to Bidders

INSTRUCTIONS TO BIDDERS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

b) Bid Submittal Documents

1. Bid
2. Bid Form
3. Bid Bond
4. Major Shareholders Disclosure Affidavit
5. Non-Collusion Affidavit

c) Contract Documents

1. Formal Contract
2. Performance and Payment Bond
3. Special Provisions
4. General Conditions
5. General Scope of Work
6. Prevailing Wage Rates
7. Plans
8. Submit current Contractors License issued by Guam Contractors Licensing Board.

4. PREPARATION OF BID

The bidder must submit his bid on the forms furnished by the Department of Public Works. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices in words and numerals for which he proposes to do each item of the work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect will govern.

The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation by one of the authorized officers thereof.

5. BID SECURITY

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the highest bid price for which award can be made. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within **five (5) working days** after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid.

INSTRUCTIONS TO BIDDERS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

6. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

7. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

8. METHOD OF AWARD

a. Bidding procedure involving only a BASE BID:

If the base bid is within the amount of funds available to finance the construction contract, contract award will be made to that responsible bidder submitting the low base bid.

b. Bidding procedure involving a BASE BID and ADDITIVE BIDS:

If the base bid is within the amount of funds available to finance the construction contract and the Owner wishes to accept additive bid, contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus additive bids (applied in their numerical order as read on the bid form). Under this procedure, if the Owner wishes to award on only the base bid, then the contract award will be made to that responsible bidder submitting the low base bid.

c) Bidding procedure involving BID ITEMS:

Under this procedure, contract award will be made to that responsible bidder submitting the lowest bid on a bid item or bid items.

9. COMPETENCY OF BIDDERS

The Government may require bidders to present satisfactory evidence that he has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the contract satisfactorily.

INSTRUCTIONS TO BIDDERS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

Accordingly, the Contractor must submit for review the following statements upon request:

- a) Experience on similar work.
- b) Past performance of firm in accomplishing government projects in agreed time.
- c) Availability of plant, machinery and other equipment necessary for work.
- d) Quality of work presently performed for Government of Guam or other agencies.
- e) Contractor's diligence in carrying out responsibility.
- f) Record of good owner-contractor relationship.
- g) Previous record of bids qualification.
- h) Quality of supervisory personnel and areas of their performance.
- i) Record of past performance of government contracts including record of default and nonpayment of obligations.
- j) Possession of Government of Guam appropriate contractor's license.
- k) Financial resources.

Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

- 1) Total Assets
- 2) Total Liabilities
- 3) Total Current Assets
- 4) Total Current Liabilities
- 5) Bonding Capability

Any bidder who at the time of bidding is determined liable to pay liquidated damages for delay in completion of the last two works contracted from the Government of Guam will be automatically rejected.

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid. If the addenda are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

11. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The bidder, offeror or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

INSTRUCTIONS TO BIDDERS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The bidder, offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

13. DISCLOSURE OF MAJOR SHAREHOLDERS:

- a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. ***Failure to submit the affidavit concerning commissions paid shall be deemed non-responsive and cause for rejection of the bid upon opening.***

INSTRUCTIONS TO BIDDERS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

BID FORM

Date: _____

To: Director of Public Works
Government of Guam
Agana, Guam 96910

Gentlemen:

The undersigned (hereafter called the Bidder), a

(Corporation, Partnership or Individual)
organized and/or licensed to do business under the laws of _____, hereby
proposes and agrees to furnish all the necessary labor, materials, equipment, tools and
services necessary for the _____

all in accordance with the drawings, specifications and other contract documents prepared
by the Department of Public Works for the sum of _____
_____ (\$ _____) plus any and all sums
to be added and/or deducted resulting from all extra and/or omitted work in accordance
with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

The undersigned has examined the location of the proposed work, the drawings,
specifications and other contract documents and is familiar with the local conditions at the
place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent
(15%) of the amount of the bid, is furnished to the Government as a guarantee that the
contract will be executed and a **performance and payment bond furnished within five (5)
working days after the acceptance of the bid of the undersigned.** In the event that the
undersigned bidder shall fail to execute the contract and furnish a satisfactory performance
and payment bond under the conditions and within the time specified in this bid, the bid
security shall be forfeited as liquidated damages for the delay and additional work and
costs caused thereby in obtaining another bidder, said being beforehand determined as
being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the
undersigned within sixty (60) days after the opening thereof, the undersigned agrees to
execute the form of agreement included as one of the contract documents, and to **furnish
a performance and payment bond in an amount equal to one hundred percent (100%) of
the contract amount within five (5) working days after receipt of such notice.**

BID FORM

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao
and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

**UPGRADING OF FIRE ALARM/SPRINKLER SYSTEM AT DEPARTMENT OF
CORRECTIONS, ADULT FACILITY IN MANGILAO AND AGANA DETENTION CENTER IN
AGANA, (DESIGN-BUILD)**

PROJECT NO.: 440-5-1046-F-MAN

I. BASIC BID ITEM:

1. Lump sum cost for the design and construction as per the reference plan and scope of work, complete and ready use.

(\$_____).

BID FORM

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

BF-2

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.

DATED

If awarded the contract, **the undersigned agrees to complete the work within ninety (210) calendar days** of the commencement of the contract time as defined in the General Conditions of the contract.

The undersigned understands that the Government reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY) (Name and Signature)

(TITLE)

(BUSINESS ADDRESS)

BID FORM

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

BF-3

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

TERRITORY OF GUAM)
)ss.
AGANA, GUAM M.I.)

_____, being first duly
sworn, deposes and says:

That he is _____

(a partner or officer of the firm of, etc.)
the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

Signature of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 2004.

NOTARY PUBLIC

My commission expires _____, 2004.

BID FORM

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

TERRITORY OF GUAM)
)ss.
AGANA, GUAM)

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>

Total Number of Shares: _____

2. Persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or Other Compensation</u>

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 2004.

By: _____

Notary Public _____

In and for the Guam, U.S.A

My commission expires: _____

BID FORM

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____,

(Name of Contractor)

as Principal, hereinafter called the Principal and _____

_____ a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within **five (5) working days** after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2004.

(PRINCIPAL)

(SEAL)

BID BOND

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

BB-1

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

BID BOND

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao
and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

CONTRACT NO.

CONTRACT

(Contractor)

Public Works
(Department)

2004

Contract for: **Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)**

Project No.: 440-5-1046-F-MAN

Amount: **\$**

Place: **Mangilao and Agana**

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this _____ day of _____, 2004, by and between the Government of Guam, hereinafter called the "Government", represented by the Contracting Officer executing this contract, party of the first part, and _____, a corporation of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the **Upgrading of Fire Alarm /Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)**, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

FORMAL CONTRACT

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and **to complete the project ready for use and operation within two hundred ten (210) calendar days** of the commencement of the contract time as stated in the Instructions to Bidders of the contract.

(b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the **contract amount of** _____
_____ plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General Conditions of the contract, all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made as specified in the General Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Invitation to Bid
- b) Instructions to Bidders
- c) Bid Form
- d) Bid Bond
- e) Formal Contract
- f) Performance and Payment Bond

FORMAL CONTRACT

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

- g) Special Provisions
- h) General Conditions
- i) General Scope of Work
- j) Prevailing Wage Rates
- k) Addendum(s)
- l) Plans

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the **sum of \$250.00**, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation.

V. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

VI. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

FORMAL CONTRACT

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

VII. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.

VIII. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

IX. INDEMNITY. Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

FORMAL CONTRACT

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

CONTRACTOR

GOVERNMENT

JOSEPH W. DUENAS

Director
Department of Public Works

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.:
Amount:

for:
Certifying Officer
Department of Education

Date: _____

CLEARED AS PER BBMR'S REVIEW:

APPROVED AS TO LEGALITY AND FORM:

CARLOS P. BORDALLO
Acting Director
Bureau of Budget and Management Research

DOUGLAS B. MOYLAN
Attorney General

Date: _____

Date: _____

APPROVED:

FELIX P. CAMACHO
Governor of Guam

Date

FORMAL CONTRACT

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

FC-6

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of Contractor)

hereinafter called the Contractor and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____ and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the Government for use and benefit of claimants as herein below defined, in the amount of _____

_____ Dollars (\$_____)

for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated _____, 2004 entered into a Contract with the Government for the _____

_____ in accordance with Drawings and Specifications prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default

PERFORMANCE AND PAYMENT BOND

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

under the Contract, the Government having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.
- C. A claimant is defined as one having a direct contract with the Contractor or with a sub-contractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

PERFORMANCE AND PAYMENT BOND

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

SPECIAL PROVISIONS

1. GENERAL INTENTION:

It is the declared intention and meaning to provide and secure to design and construct the **Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build), Project No.: 440-5-1046-F-MAN.**

2. BID:

The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. STANDARDS:

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In case of difference between the referenced standards and its accompanying drawings, accompanying drawings shall govern to the extent of such difference, otherwise the referenced standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to all modifications thereof.

4. TIME FOR COMPLETION:

It is hereby understood and mutually agreed, by and between the Contractor(s) and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on the date to be specified in the Notice to Proceed (NTP) and **shall be completed within two hundred ten (210) calendar days after issuance of the NTP.**

5. LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the work remains incomplete.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Government of Guam **the amount of \$250.00 not as a penalty but as liquidated damages** for such breach of contract as hereinafter set forth, for each

SPECIAL PROVISIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

and every calendar day that the Contractor shall be in default the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

- a) to any preference, priority or allocation order duly issued by the Government of Guam.
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts of another Contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c) to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall, within seven (7) calendar days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

SPECIAL PROVISIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

The term "Contracting Officer" as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.

3. Contractor

The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelop addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

5. Forms Enclosed

The copies of the form of agreement, form of bid bond, form of performance and of payment bond enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the drawings, and

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana
Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

specifications, including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the contract documents, the specifications shall take precedence over the drawings, and the agreement shall take precedence over the drawings and specifications. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the drawings, specifications, proposals, contract, and bond related to the work to be carried on, said documents being on file in the Contracts Administration Section office, Department of Public Works, Tumon, Guam.

2. Drawings

(a) The general character and scope of the work are illustrated by the drawings. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required.

(b) In case of differences between small scale and large scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.

(c) Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph, shall not be construed (1) as permitting any departure from the contract requirements, (2) as relieving the Contractor of the responsibility for any error in details, dimensions and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

3. Detail Drawings and Instructions

(a) The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) The Contracting Officer, at any time, without notice to the sureties may, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services for site; or
- (4) Directing acceleration in the performance of the work.

(c) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.

(d) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.

(e) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(f) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

statement of claim hereunder may be included in the notice under (b) above.

(g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. Shop Drawings

(a) The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

5. Specifications and Drawings

(a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.

(b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana
Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

his consent. Upon completion of this project all copies of the drawings and specifications except the signed contract sets are to be returned to the Contracting Officer upon his request.

6. Special Requirements

(a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

(b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or registered electrical engineer in Guam.

7. Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building

(a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

(b) If, in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the attention of the Contracting Officer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon his own

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

observation of such conditions, the Contracting Officer shall promptly make such changes in the drawings and specifications as he finds necessary to conform to the different conditions, and any increase or decrease in the cost of the work resulting from such changes shall be adjusted as provided under Changes in Work.

2. Submission of Bids

- (a) The bidder is required to bid on all items called for in the Bid Form.
- (b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.
- (c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the **failure to enter into said contract and give said bond within five (5) working days** after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

5. Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

6. Receipt and Opening of Bids

(a) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(b) Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

7. Rejection of Bids

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

8. Award of Contract

(a) The contract will be awarded as soon as possible to the lowest responsive

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

and responsible bidder, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract apprentice(s) to be employed in the performance of work under this contract in accordance with Executive Order No. 2000-10 date April 11, 2000 (See Attachment "A" to General Conditions).

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirement applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

12. Supplemental to Contractor's and Subcontractor's Insurance

(Not Applicable)

(a) Flood Hazard Insurance - The Contractor during the life of this contract shall secure and maintain Flood Hazard Insurance in the amount equivalent to 100 percent (100%) of the contract amount for all damages. The policies shall be in the name of the Owner and the Contractor.

A certificate of the insurance company as to amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before commencing work.

13. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

14. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

be provided and maintained.

15. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

16. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgement arising therefrom.

17. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

- (a) to take every precaution against injuries to persons or damages to property;
- (b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- (d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

(g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

18. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

19. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

20. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

21. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and

light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

22. Water

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

23. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

(a) The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

(b) The Owner has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.

(c) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of the Owner. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawings.

(f) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No samples are to be submitted with bids.

(c) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(d) Each sample shall have a label indicating the material represented, its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(e) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(f) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or

make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(g) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(h) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Any specified laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no

specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and

the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) calendar days in advance his intention to work on weekends.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

<u>Month</u>	<u>Non-Working Days</u>	<u>Month</u>	<u>Non-Working Days</u>
January	07	July	10
February	05	August	11
March	05	September	12
April	04	October	10
May	05	November	07
June	06	December	07

4. Progress Report

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. Owner's Right to Stop Work or Terminate Contract, Delays, Damages

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein

specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may have may, with 10 calendar days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the

beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Waiver of Mechanics Liens

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

5. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

6. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

8. Payment by Contractor

The Contractor shall pay -

- (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;
- (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

9. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

10. Changes in Work

(a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit for the change shall be determined by the following method:

(1) The actual cost of:

- I. Labor, including foreman
- II. Materials entering permanently into the work
- III. Equipment rental cost during time used on extra work
- IV. Power and consumable supplies
- V. Insurance
- VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

(b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(d) If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.

11. Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the proceeding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such estimates, preparatory work

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:

- (1) The material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.
- (2) The receipt and issue of material must be controlled by a stock card kept in the warehouse.
- (3) Insurance coverage required under Section 11, Chapter IV of the General Conditions shall include insurance of such material and shall include theft insurance.
- (4) Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.

(b) In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.

(c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a

waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.

(e) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

(f) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this contract called Final Payment.

(g) Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the

construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana
Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

GENERAL CONDITIONS

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

**UPGRADING OF FIRE ALARM/SPRINKLER SYSTEM AT DEPARTMENT OF
CORRECTIONS, ADULT FACILITY IN MANGILAO AND AGANA DETENTION
CENTER IN AGANA, (DESIGN-BUILD)**

PROJECT NO.: 440-5-1046-F-MAN

GENERAL SCOPE OF WORK

I. INTENT

It is the intent of the Department of Public Works (DPW), Government of Guam to seek bids for the design and construction on the architectural, structural, mechanical, electrical and related civil works for the proposed upgrading of fire alarm/sprinkler system at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana. Contract type shall be Design-Build.

Drawings and technical specifications furnished to serve as references only in the preparation of complete drawings and technical specifications.

II. DESCRIPTION OF WORK

The scope of work involves the design and the preparation of construction documents for the proposed upgrading of fire alarm/sprinkler system for Department of Corrections, complete and ready for use.

III. DESIGN PARAMETERS

1. See attached schematic drawings and scope of work.

IV. DESIGN CRITERIA

All services shall be performed in accordance with the general criteria contained in the following references:

1. Building Law, Title XXXII, Government Code of Guam
2. Uniform Building Code (1997 Edition)
3. International Plumbing Code (Latest Edition)
4. Uniform Mechanical Code (Latest Edition)
5. National Electrical Code (Latest Edition)

GENERAL SCOPE OF WORK

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

6. All other codes, rules and regulations, technical publications and design manuals applicable in the performance of this agreement.
7. NFPA - 13

V. CONTRACT TIME

Contract time is two hundred ten (210) calendar days. The term of this agreement shall commence upon issuance of a Notice to Proceed to the Contractor hiring the Engineering consultant and continuing until the completion of the project.

VI. GENERAL REQUIREMENTS

Construction drawings shall be created with AutoCAD Release 14 or later and shall be plotted on 24" x 36" reproducible mylar sheets with the Department of Public Works standard title block. Drawings shall be stamped and signed by the architect and engineers of the different disciplines required in the design who must be currently registered by the Professional Engineers, Architects and Land Surveyors (PEALS) Board.

Plans and specifications must be able to pass "building permit" review prior to construction of the facility and shall be noted satisfactory to the Director of Department of Corrections and approved by the Director of Public Works, Government of Guam, including the approval of the plans by a Certified U.S. Sprinkler Manufacturer, and the Guam Fire Department.

VII. COMMENCEMENT AND COMPLETION OF WORK

- A. The design phase shall commence upon issuance of a Notice to Proceed (NTP) for design.
- B. Design drawings and specifications must be completed and submitted to the Department of Public Works for review and approval in accordance with the following schedule:

90% Submittal	Within 20 calendar days after receipt of NTP
100 % Submittal	Within 5 calendar days after approval of the 90% Submittal
Final Submittal	Within 5 calendar days after approval of the 100% Submittal

GENERAL SCOPE OF WORK

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

The 90% Submittals shall each consist of six (6) sets of drawing, specifications and design calculations.

The 100% Submittals shall each consist of six (6) sets of drawing, technical specifications, cost estimates, and complete design calculations.

The final submittal shall consist of original mylar drawings, technical specifications, cost estimates, complete design calculations and computer diskettes containing the AutoCAD files and other related documents.

The architectural/engineering consultant of the contractor shall incorporate all changes resulting from the review of plans and specifications.

- C. The construction phase shall commence upon issuance of a NTP for construction and shall be completed within one hundred ninety (180) calendar days after this NTP.

VIII. SITE INVESTIGATION

The contractor shall verify existing site conditions and all pertinent information needed for the satisfactory performance of the scope of work prior to submitting a bid. New and existing fire alarm/sprinkler system must be connected to the existing utilities. Contractor to verify at the site the location of the existing utilities.

IX. ITEMS OF DESIGN AND CONSTRUCTION

Using the approved DPW schematic design drawings as a guideline, the engineering consultant of the contractor shall prepare the following:

- A. Design Development Phase
1. Design development documents consisting of design calculations, floor plan, elevations, sections and other drawings.
 2. Specifications to fix and illustrate the size and character of the entire project, its essentials as to kinds of materials, type of structure, mechanical, electrical and such other work as may be required and also the relationship and appearance of the project construction.
 3. Designer must have experience in the design of fire alarm/sprinkler system.
- B. Contract Document Phase (Construction Working Drawings)

GENERAL SCOPE OF WORK

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

1. Working drawings and specifications setting forth in detail the work required for the architectural, mechanical, electrical and any civil work related, including approval of drawings by a Certified U.S. Sprinkler Manufacturer.
 2. Specifications describing type and quality of materials, finish and manner/method of construction and the general condition under which the project is to be constructed. Materials/Equipment shall be U.S. make and meets ASTM/ANSI and UL approved.
 3. Calculations and cost estimates.
- C. Design shall become a property of the Government of Guam.
- D. Contractor shall include the Designer as a Sub-Contractor in his bid form.

X. DISPOSAL

- A. Removal and disposal fee shall be paid by the contractor.
- B. Disposal site (non-metallic debris) is at Ordot Landfill.

GENERAL SCOPE OF WORK

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana Detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam

EFFECTIVE JANUARY 01, 2001

OCCUPATION	HOURLY
Bricklayer	\$11.75
Carpenter	\$11.70
Cement Mason	\$11.34
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$14.07
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.32
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$9.95
Plumber	\$14.31
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-Metal Mechanic	\$14.11
Surveyor Helper	\$10.74
Truck Driver	\$13.80
Welder	\$15.97
Warehouseman	\$12.00

PREVAILING WAGE RATES

Upgrading of Fire Alarm/Sprinkler System at Department of Corrections, Adult Facility in Mangilao and Agana detention Center in Agana, (Design-Build)
Project No.: 440-5-1046-F-MAN

PWR-1